

Amendment 371

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 371 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19th day of APRIL, 2016, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation, and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to direct Cardholder Website (CHW) Autoload link to Sound Transit ORCA Autoload Authorization Form as detailed in CR-12400 Direct CHW Autoload Link to ST v2.0 as approved by the Agencies on April 12, 2016.
- C. The Parties agree that the Work necessary to implement the solution will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will:

1.1 Schedule, test and update the Autoload link in the "About ORCA" page for public and secured areas of the Cardholder website (CHW) to the following link
http://www.soundtransit.org/sites/default/files/orca_autoload.pdf

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed in Maintenance Release 31.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

| |
|--------------------------|
| LUMP SUM COST |
|--------------------------|

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| Direct Cardholder Website (CHW) Autoload link to Sound Transit ORCA Autoload Authorization Form. | |
| TOTAL | \$1,118 |

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Seventy One shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 4/15/16

The Agencies

By: [Signature]
Their: ORCA Operations Manager
On behalf of the Agencies
Date: 4/19/16